



STATE OF NEW MEXICO

ADMINISTRATIVE OFFICE OF THE COURTS

REQUEST FOR PROPOSALS (RFP)

SURVEY AND STATISTICAL ANALYSIS OF SURVEY RESULTS FOR JUDICIAL
PERFORMANCE EVALUATION PROGRAM

JANUARY 11, 2016

The Procurement Code, NMSA 1978, Sections 13-1-1 through 13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

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I. INTRODUCTION

A - PURPOSE OF THIS REQUEST FOR PROPOSALS

The State of New Mexico Judicial Branch, by and through the Administrative Office of the Courts (the "AOC"), issues this Request for Proposals (RFP) for the purpose of hiring a Contractor to provide program and process evaluation, conduct focus groups, customize surveys, and perform survey and statistical analysis of survey results on the appellate, district and metropolitan court judges being evaluated by the New Mexico Judicial Performance Evaluation Commission (JPEC). This program has been ongoing for eighteen years.

This RFP has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an Offeror fails to meet any mandatory items set forth in this RFP, the proposal will be declared nonresponsive.

All costs incurred by the Offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror, whether or not the Offeror is the successful Offeror.

Before the award is made, the AOC may conduct discussions with Offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be made without such discussions.

When it is in the best interest of the State of New Mexico, the RFP may be canceled, or any and all proposals may be rejected in whole or in part.

Any contract awarded as a result of this RFP process may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. Such termination will be effected by the AOC sending written notice to the contractor. The AOC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a program, the contractor will be compensated for services performed, as authorized by the AOC prior to that determination. This provision, however, is not exclusive and does not waive other legal rights and remedies afforded the AOC in such circumstances as contractor defaults or breach of the contract.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978, Section 13-1-1 to Section 13-1-199.

Offerors are encouraged to express innovative and creative approaches to meet the service needs outlined in this RFP.

B - SUMMARY SCOPE OF WORK

The AOC is soliciting proposals for a Contractor. The successful bidder will plan, coordinate, implement and evaluate tasks related to the evaluations of the appellate, district and metropolitan court judges standing for retention; design surveys; conduct statistical analysis of the survey results; staff and facilitate meetings; conduct literature searches and focus groups; conduct and supervise research requested by the JPEC, including collecting and analyzing data and writing reports, articles and summaries from data collected; prepare and deliver oral presentations; provide technical assistance; conduct training; evaluate the existing programs; and consult with AOC staff and the JPEC members on project management and research methods. See Section IV D, Page 20, for detailed Scope of Work.

The initial contract shall begin on or about April 1, 2016, and may extend up to March 30, 2020.

C - BACKGROUND

The New Mexico Supreme Court adopted a judicial performance evaluation program in 1997, which the Judicial Performance Evaluation Commission (JPEC) oversees. The purposes of the program are to improve the performance of New Mexico's judges and to provide useful, credible information to New Mexico voters on all judges standing for retention elections.

In 1998, New Mexico voters approved a constitutional amendment adopting a merit selection process for nominating appellate, district and metropolitan court judges. All appellate, district and metropolitan court judges who have previously been elected in a partisan election are required to stand for retention. Judges must receive 57% voter approval in order to retain their office.

Currently, there are 128 justices and judges in New Mexico who are subject to the judicial performance evaluation process. Because a large number of judges typically appear on the retention ballot, it is increasingly difficult for individual voters to obtain information on a judge's performance. JPEC gives voters information upon which to make informed and knowledgeable decisions regarding judicial elections.

The Supreme Court Rules Governing the Judicial Performance Evaluation Commission provide for the procedure to evaluate judges standing for retention and for releasing the information about judicial performance to the public prior to retention elections.

The JPEC evaluates each judge twice during his or her term in office. The Commission examines the judge's caseload, arranges for unscheduled visits to the judge's courtroom to observe the proceedings, and considers survey responses about a judge's performance from individuals who interact with the judges (such as lawyers, jurors, and court staff). In addition, JPEC also conducts an interview with the judge to review survey results and discuss ways to improve his or her performance (if needed).

JPEC does not base its evaluations on specific opinions or rulings issued by the judge or justice. A review of opinions or rulings is the responsibility of the appellate courts. Instead, JPEC focuses on an overall evaluation of the judge's performance on the bench using an objective, carefully-monitored process. Evaluations are based on performance in four (4) main areas: legal ability, fairness, communication skills, and preparation, attentiveness, temperament, and control over proceedings.

Midway through a judge's term in office JPEC conducts an interim evaluation and compiles an Interim Evaluation Report that identifies a judge's strengths, weaknesses (if any) and a plan for improvement if needed.

Before a judge stands for retention in a retention election, JPEC issues a *Report to Voters* that contains evaluations and recommendations to the public at least 45 days in advance of the general election.

Appellate (Supreme Court and Court of Appeals) judges run for retention every eight years. There are fifteen appellate judges, with staggered terms. Every two years, there are two or more appellate judges running for retention. The next scheduled retention is November 2016.

District court judges run for retention every six years. There are ninety-four district court judges statewide. The next scheduled retention is November 2020.

Bernalillo County Metropolitan court judges run for retention every four years. There are nineteen metropolitan court judges. The next scheduled retention is November 2018.

D – SCOPE OF PROCUREMENT

The scope of this procurement includes professional services only. The initial contract shall begin on or about April 1, 2016. The AOC reserves the right to renew the contract for three additional one-year periods, as necessary, to complete the evaluations.

E - PROCUREMENT MANAGER

The AOC has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below:

Louise Baca-Sena
Procurement/Project Manager
Administrative Office of the Courts
237 Don Gaspar, Room 25
Santa Fe, NM 87501
Phone (505) 827-4960
Fax (505) 827-4824

Electronic submissions are preferred and should be sent to: aoclmb@nmcourts.gov

All submissions via the postal service should be sent to the above address.

All deliveries via express carrier should be addressed as follows:

Louise Baca-Sena
Procurement/Project Manager
Administrative Office of the Courts
325 Don Gaspar, Room 100
Santa Fe, NM 87501

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the AOC.

Written inquiries may also be in the form of e-mail to:

Louise Baca-Sena at aoclmb@nmcourts.gov

F - DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“AOC” means the Administrative Office of the Courts.

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Contractor” shall mean successful Offeror.

“JPEC” refers to the Judicial Performance Evaluation Commission.

“JPE” means judicial performance evaluation.

“Evaluation Committee” means a body appointed by the AOC to perform the evaluation of Offeror proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Offeror” is any person, firm, corporation or partnership who chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the AOC to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Project Manager” means the individual assigned by the AOC to manage the project and administer this Agreement.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals.

“Interim Evaluation” means an evaluation is conducted midway through a judge's term of office.

“Final Evaluation” means an evaluation is conducted prior to a retention election.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manger will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	RFP Issued	AOC	January 11, 2016
2.	Deadline to Submit Acknowledgement of Receipt of Proposal	Potential Offerors	January 19, 2016
3.	Deadline to Submit Questions	Potential Offerors	January 19, 2016
4.	Response to Written Questions; RFP Amendments	AOC	January 26, 2016
5.	Submission of Proposal	Offeror	February 19, 2016
6.	Submission of Campaign Contribution Disclosure	Offeror	February 19, 2016
7.	Proposal Evaluation And Selection of Finalists	Evaluation Committee	Feb. 22-26, 2016
8.	Best and Final Offers From Finalists	Evaluation Committee	March 3, 2016
9.	Finalize/Award	AOC/Offeror	March 10, 2016
10.	Protest Deadline	Offeror	On or about 3/28/2016

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

This RFP is being issued by the AOC. Additional copies of the RFP can be obtained from the Procurement Manager.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, e-mail or return by facsimile or by registered or certified mail the "Acknowledgment of Receipt of Request for Proposals Form" that accompanies this document (See Attachment A) to have their organization placed on the procurement distribution list. The form should be signed by the Offeror's representative, dated, and may be faxed, scanned and e-mailed, or mailed for receipt by 2:00 p.m. MT on January 19, 2016.

The procurement distribution list shall be used for the distribution of written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Thereafter, the Offeror's organization name shall be deleted from the procurement distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 2:00 p.m. MT on January 19, 2016. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph E) and may be faxed, e-mailed, or mailed.

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments shall be distributed on January 26, 2016, to all potential Offerors whose organization name appears on the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than three (3) days after any response and/or amendments are issued.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 P.M. MOUNTAIN TIME ON February 19, 2016. Time is of the essence for submitting proposals and proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on

each proposal. Electronic submissions are preferred. If not submitted electronically, proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph E. Proposals must be labeled on the outside of the package so as to indicate clearly that they are in response to Judicial Performance Evaluation Program Request For Proposals. Proposals must be sealed. Any proposals or portions of proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offerors. Pursuant to Section 13-1-116, NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

6. Campaign Contribution Disclosure Due

Potential Offerors must submit the "Campaign Contribution Disclosure Form" that accompanies this document (See Attachment B) with their proposal on February 19, 2016.

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form (Attachment B) with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by AOC. This process will take place February 22 – 26, 2016. During this time, the Procurement Manager may, at her option, initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be

accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the Offerors selected as finalists no later than February 26, 2016. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by 2:00 p.m. MT, March 3, 2016.

10. Finalize/Award Contract

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous on March 10, 2016. In the event that mutually agreeable terms cannot be reached within the time specified, the AOC reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process. The most advantageous proposal may or may not have received the most points in the evaluation process. The award is subject to appropriate State approvals. Award of the Contract will not vest any Offeror with contract rights and any contract will not be binding until contract execution and approval. Award occurs at the time a contract mutually acceptable to the AOC and the successful Offeror has been finalized.

11. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 2:00 p.m. fifteen calendar days following the award. All Offerors will be so notified. Protest must be written and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the procurement manager. The protest must be delivered to the procurement manager at the address as listed in Section I, Paragraph E. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This Procurement will be conducted in accordance with the AOC's Guidelines Governing Procurement.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Costs

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The AOC personnel will not merge, collate, or assemble proposal materials.

4. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

5. Proposal Offer Firm

Responses to this RFP will be considered firm until May 1, 2016.

6. Disclosure of Proposal Contents

- a. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- b. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

- c. Confidential data is restricted to:
 - i. confidential financial information concerning the Offeror's organization;
 - ii. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - iii. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the AOC shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

7. No Obligation

This procurement in no manner obligates the AOC or any of its departments or agencies to the service offered until a valid written contract is approved by the AOC.

8. Terminations

This RFP may be canceled at any time up to and including the deadline for submitting protests and any and all proposals may be rejected in whole or in part when the AOC determines such action to be in the best interest of the AOC and the State of New Mexico.

9. Legal Review

The AOC requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

10. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

11. Basis for Proposal

Only information supplied by the AOC in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

12. Contract Terms and Conditions

The contract between the AOC and the Contractor or Contractors will follow the format specified by the AOC and contain the terms and conditions set forth in Attachment C, "Contract Terms and Conditions". However, the AOC reserves the right to negotiate provisions with a successful Offeror

in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into the contract.

Should an Offeror object to any of the AOC's terms and conditions, as contained in this Section or in Attachment C, that Offeror must propose specific alternative language that would be acceptable to the AOC. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the AOC and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

All contracts for professional services are subject to the review and approval by the AOC.

13. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the AOC.

14. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the AOC and the selected Offeror and will not be deemed an opportunity to amend the Offeror's proposal.

15. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85, NMSA 1978.

16. Right to Waive

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. The right to waive minor irregularities and mandatory requirements is at the sole discretion of the Evaluation Committee.

17. Change in Contractor Representatives

The AOC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the AOC, representing the Contractor adequately.

18. Notice of Criminal Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities and kick-backs.

19. AOC Rights

The AOC reserves the right to accept all or a portion of an Offeror's proposal.

20. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors, and Contractors must secure from the AOC written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contact. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

21. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the AOC and the State of New Mexico.

22. RFP Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when AOC determines such action to be in the best interest of the state courts.

23. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The AOC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

24. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences

must be obtained through the New Mexico Department of Taxation & Revenue
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

1. New Mexico Business Preference
2. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

An agency shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

Offerors are required to submit a proposal that exactly meets the requirements outlined in the RFP. Offerors are not allowed to submit substitute or alternate proposals.

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offeror's shall deliver four (4) identical copies of their proposal on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 paper with tables delineating each section in a binder. Larger paper is permissible for charts, spreadsheets, etc.

The proposal must be organized and indexed in the following format and must contain, at minimum, all listed items in the sequence indicated. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. Offerors may attach other materials which may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

The proposal must address the specifications outlined in Section IV of this RFP. The proposal must be organized and indexed in the following format and must contain, at minimum, all listed items in the sequence indicated.

1. Letter of Transmittal

2. Proposal Summary
3. Response to Mandatory Specifications – See Section IV B
4. Response to Additional Specifications – See Section IV C

Other Supporting Material

1. Campaign Contribution Form (Attachment B).
2. Offerors may attach other materials, which may improve the quality of their responses.

IV. SPECIFICATIONS

A. LETTER OF TRANSMITTAL – Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- i. Provide a general description of your organization including business address and its parent or holding company, if any. Also state the locations of all of your related offices. Indicate what form of business entity (e.g., corporation, etc.) the organization is, and the date the organization was founded.
- ii. Provide the business address for the location where the services pursuant to this proposal would be routinely conducted.
- iii. Include the name, telephone, email address, and fax numbers of the person(s) in the organization authorized to negotiate/expedite action with the AOC. Also provide day to day primary and secondary contacts.
- iv. Indicate your acceptance of the Conditions Governing the Procurement as stated in Section II, Paragraph C.1;
- v. Be signed by the person authorized to contractually obligate the firm;
- vi. Provide an audited financial statement for your most recently closed fiscal year and for the immediately preceding fiscal year. If audited financial statements are not available, you may submit financial statements reviewed by a Certified Public Accountant (CPA). Lacking either audited or reviewed financials, you may submit annual balance sheets and income statements prepared by a CPA. Financial information considered confidential should be placed in a **Confidential Information** binder.
- vii. The AOC reserves the right to deduct evaluation points or disqualify an Offeror for failure to properly submit financial statements.
- viii. Provide a summary of any legal action that has been taken within the last five years or is pending against your organization relative to the types of services

requested in this RFP. What is/was your organization's position, and if the matter has been resolved, what was the outcome?

- ix. State whether you are currently under or anticipate any indictment or court order or investigation by any government regulatory agency which would affect in any way your ability to provide the requested services to the AOC, and whether you are subject to any extraordinary regulatory oversight.
- x. State whether you have an office or representative that shall be accessible to the JPEC and the AOC, knowledgeable concerning the services provided to the JPEC, available to meet with the AOC staff as needed and able to respond to questions or inquiries on the same business day.
- xi. State whether you have access to all equipment such as communications equipment, computers, printers folding, sealing, cutting, sorting machinery and any other equipment necessary to fulfill the requirement of this request for proposal.

B. MANDATORY SPECIFICATIONS

a. Relevant Project Experience

- i. Provide information about services of the nature described in this RFP you have provided to various AOCs in the past three years. (If none to AOCs, describe entities that received similar services.) List major clients served and dates of service. (The AOC agrees to treat this list as confidential and will not contact any client until first obtaining authorization from you.)
- ii. List all relevant work experience and qualifications related to the proposed project. Identify previous or on-going projects that your firm is involved with that are related to this project.
- iii. State how many years your organization has provided the types of services described in this RFP, the percentage of total organization volume attributable to these services, and the percentage of related clients that are government entities.
- iv. Provide three customer references regarding same or similar commodity and/or service.

b. Offer's Technical Approach

Detail your understanding of and approach to the project. The proposal must explain how each element of the Scope of Work will be accomplished, and identify any work performed by subcontractors.

- i. Describe what you believe to be an acceptable response rate for each judge's assessment across all respondent types and why you believe this to be an acceptable rate. Additionally, describe what you believe is an acceptable response rate for each respondent type, how you arrived at these rates, and what innovative approaches you would take to optimize the response rates for each respondent type. *(See Page 21 for respondent types.)*
- ii. Describe how you will manage the respondent information and mailing information. Please describe any management information systems and procedures you would utilize in the mailing and notification process.
- iii. Describe what methods or approaches you would use to collect the survey data. They may vary by respondent type.
- iv. Describe your approach to the analysis and reporting of data and discuss methods for automating these processes.
- v. The Contractor should have stringent quality control systems in place to ensure the efficient and appropriate processing of all services to the AOC, including safe and confidential management. At a minimum, these quality control systems must ensure thorough and precise documentation of compliance with laws, adherence with contract specifications and appropriate safekeeping and handling of all records pertaining to AOC matters, including information designated as confidential. Describe how you would meet this requirement.
- vi. The Contractor should have stringent data integrity controls in place to ensure each report contains reliable, trustworthy data. At a minimum, these controls must ensure the data validity is not compromised at any stage of the report building process, and should minimize and detect such errors as: human errors in data entry, analysis and reporting procedures; automated data transfer errors; and, hardware malfunctions. Describe how you would meet this requirement.
- vii. Describe your approach to conducting public education efforts.
- viii. Indicate any procedures you would require the AOC to implement in order for you to perform the scope of services under this RFP.
- ix. Any alternative methods or suggestions you have (if any) to perform the services or functions.

c. Relevant Technical Resources and Experience

- i. Describe your experience with the management of large and complex data sets, management, cleaning, manipulation, etc. Please describe the types and sizes of relevant data and your processes and systems for management.
- ii. Describe experience with or ability to develop management information systems. Describe systems you have developed and how these are relevant to the requested scope of services.
- iii. Describe your back-up systems and processes related to loss or incapacitation of data, computer hardware, software, and production facilities.
- iv. Discuss what software and computer system will be used to provide services under this RFP, including both purchased/leased software as well as systems developed or modified "in-house". In your proposal, provide a general description of the system(s), including communications protocols, required data formats, etc. In addition, please indicate the "response time" of the system, and what percent of the time the system is guaranteed to be fully operational.
- v. Describe knowledge of state and local data/computer systems and data contents related to this project. Describe relevant experience in working with these systems.

d. Staffing Proposal and Work Plan

- i. Describe key staff associated with this project. For each, include title, education, relevant experience, role on the project and level of effort.
 - ii. Identify any work performed by subcontractors and provide qualifications, relevant expertise and work experience for all subcontractors, if applicable. Any sub-contracting of work under this project will require prior approval from the AOC. If you intend to sub-contract any portion of the work, you must identify the specific functions to be sub-contracted and provide general background information on the contractor(s) to be used.
 - iii. Develop a two-year work plan that outlines major activities and milestones and relates these to key staff members. Include a schedule as to the time frame for conducting the project. The schedule must consist of a listing of the tasks and their scheduled completion as may be appropriate to the scope of work. You must also be clear as to where all work discussed would be performed (i.e., specific offices/locations) and the number of personnel in the business unit that would provide the requested services.
- e. **Business or Resident Veterans Preference** – To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of

their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification form (Attachment D) must accompany any offer and any business wishing to receive the preference must complete and sign the form.

f. Cost

- i. Estimated Cost and Staffing Proposal: Provide a cost for all elements of the project, including a price for each service or task in the statement of work and staffing.
- ii. Payment Method: Payment to the Offeror will be made upon a submission of a detailed billing statement each month. The AOC will reimburse for services, travel, supplies, postage and printing costs.
- iii. Price Increases: The offered price must be a firm price, not subject to change during the initial contract period through June 30, 2017. Thereafter, the contract price for each subsequent fiscal contract term will be fixed for that term upon agreement of the parties. Any such increases can be provided only if the AOC is able to obtain adequate funding.

- g. Additional Terms and Conditions** – Propose additional terms or conditions to your submission.

C. ADDITIONAL SPECIFICATIONS

Please also respond to each of the following items. Present your responses in the same sequence as the items appear below.

- i. Priority for performing services described in this RFP.

The Contractor will be expected to give all business assigned by the AOC a high priority. Describe how you would ensure that this high priority is given to work assigned by the AOC (i.e., in relation to work you receive from other clients.)

- ii. Monitoring, Testing, and Modification of Processes

The Contractor should have an established program for measuring the performance and effectiveness of the processes and procedures that it uses. The Contractor should indicate flexibility to modify the process as appropriate, at no additional cost to the AOC, in the event the AOC determines that a particular process is not achieving the results desired.

Please describe how you would meet this requirement.

iii. Progress Review

Meetings between the Contractor, JPEC, and AOC shall be held as needed to review the progress and quality of services being provided.

Please describe how you would meet this requirement.

iv. Ownership/Copyright

In order to assure continuity of survey and reporting capabilities over the years, regardless of the possibility of a change in Service Contractor from time to time, the AOC will need to have either ownership or perpetual license to use any Intellectual Works, as defined by federal copyright law, that may be developed by the Contractor in fulfilling its duties under this Project.

Please describe how you would meet this requirement.

D. **DETAILED SCOPE OF WORK**

This section contains relevant information concerning the tasks to be performed by the Contractor. Offerors should respond in the form of a narrative to each specification. The narrative along with the required supporting material will be evaluated and awarded points accordingly. **If you are not able to perform one of the services or functions listed, you must indicate, "UNABLE TO ACCOMMODATE THIS ITEM".**

The Contractor shall work closely with the JPEC and the AOC to carry out the tasks necessary to complete the objectives of this project. This scope of work is not exhaustive and may change based on the progress of the project and/or tasks that seem appropriate and necessary to achieve the goals and requirements of the project.

PLANNING AND MEETING

A-Attend meeting(s) with AOC staff; meeting(s) with the Judicial Performance Evaluation Commission; and other meetings, workshops or conferences as requested by the AOC staff.

B-Train and brief AOC staff and JPEC on the development, implementation and maintenance of interim and final evaluations (instrument design, data collection, data analysis, and reporting).

C-Work with the AOC staff in developing and reviewing proposed timelines for the metropolitan, district and appellate mid-term and final evaluations, including developing tasks for specific personnel and providing the necessary staff to complete the following:

1-interim evaluations of 17 metropolitan court judges by 12/31/2016;

2-interim and final evaluations of 6 appellate court judges scheduled to stand for retention in November 2016 by 7/30/2016;

3-interim evaluations of 94 district court judges by 12/31/2017;

- 4-final evaluations of 19 metropolitan court judges scheduled to stand for retention in November 2018 by 7/30/2018;
- 5-interim and final evaluations of 7 appellate court judges scheduled to stand for retention in November 2018 by 7/30/2018; and
- 6-final evaluations of 94 district court judges scheduled to stand for retention in November 2020 by 6/30/2020.

D- Work with the Judicial Information Division, the Metropolitan Court and other agencies to determine the format for extracting, reporting, and submitting population and statistical data.

DATA COLLECTION AND REPORTING

A- Review existing performance evaluation questionnaires with the Commission and judges. Report to Commission on what changes, if any, need to be made to the questionnaires and cover letter to each group.

B- Review existing respondent groups with the JPEC. Determine whether some respondents should be added or deleted.

*respondent groups for the district court judges presently include lawyers with direct experience, jurors, court staff, and resource personnel (including, but not limited to, law enforcement, social workers, psychologists, adult and juvenile probation/parole officers, the Citizen Review Board volunteers, court interpreters, and Court Appointed Special Advocates (CASA) volunteers).

*respondent groups for the metropolitan court judges presently include attorneys with direct experience, jurors, court staff and resource personnel (including, but not limited to, city police, state police, sheriff, animal control, and fire departments).

*respondent groups for the appellate court judges include attorneys with direct experience [including attorneys-of-record in cases over which the appellate judge presided; general counsel from CYFD, Taxation and Revenue, and the Department of Transportation; and the Board of Directors and Attorneys of Appellate Practice]; Fellow Appellate Judges; Trial Court Judges; and Court Staff [including Law Clerks [present and former], Prehearing Attorneys, Appellate Paralegals and Clerical Staff].

C- Provide recommendations on the inclusion of self-represented litigants into the evaluations of the metropolitan and district court judges' judicial performance evaluation program.

D- Determine sample size and sample period.

E- Determine appropriate method of distributing the questionnaires to the different population groups (in person, mail, or electronically).

F- Administer questionnaires by mail, electronically or by assisting in the development of procedures for the courts to provide questionnaires on-site to population groups, with business return envelopes provided by the Contractor including follow up emails and phone calls.

G- Computer setup and programming.

H- Administer reminder postcard mailing or e-mail to resource staff to increase response rate.

I- Contact by phone or email attorneys to increase response rate.

J- Provide what Contractor believes to be an acceptable response rate for each judges' assessment across all respondent types, and further state why Contractor believes this to be an acceptable rate. The Contractor will also identify and implement strategies designed to optimize the response rate for each respondent type.

K- Data entry of results.

L- Generate summary tables showing all questions for each judge, generate summary tables with mean scores, percentage results, generate comparison tables from prior evaluations and generate an information sheet explaining summary and comparison tables, including discussing results of methodology. Type comments received from the different population groups so as to omit names or other identifying information.

M- Perform gap analysis comparing how judges rate themselves to the ratings given by attorneys.

N- Review and analyze data collected for each judge.

O- Present results and/or findings to the JPEC.

P- Compile the results for each judge in a format as directed by the JPEC.

Q- E-mail the results via secure connection to each judge.

R- Assist JPEC in identifying what statistical data should be collected for each judge. Review and analyze data for each judge (types of cases tried, characteristics of various parties before the courts, management of the court, and any other materials that may help determine the efficiency, integrity and impartiality of the judge being evaluated). Report findings to the JPEC.

S- Ensure that all data tabulated on the answers will remain confidential and anonymous. Under no circumstances and at no time will the Contractor be required to provide to anyone a statistical analysis, data file, verbatim comments or other information that might compromise the anonymity of a respondent. At the direction of the JPEC, the Contractor shall destroy the physical questionnaires.

COURT OBSERVATIONS OF JUDGES

A- Assist JPEC in determining whether court observations should be conducted.

B- Conduct court observations on judges identified by the JPEC.

C- Develop a survey instrument for observing judges.

D- Conduct three two-hour observations per judge, using two observers; compilation of data from surveys; and provide a written summary for each judge to the JPEC.

E- Recommend changes to the court observations.

JUDGES' INTERVIEWS

A-Train JPEC on interview techniques, if needed.

B-Recommend changes to interview protocol, if needed.

C-Review and finalize interview protocol with JPEC.

D-Draft interview questions for the JPEC.

INTERIM EVALUATION PLAN, FINAL NARRATIVE, AND ANNUAL REPORT

A-Review the judicial performance evaluation final narrative and/or interim evaluation plan developed by the JPEC for each metropolitan, district, or appellate court judge for uniformity, clarity and readability.

B-Work with the JPEC to develop a list of the systemic issues identified by JPEC over the years, for presentation to the judges at the Judicial Conclave.

C-Produce a report to the Supreme Court for JPEC after each retention election, including an explanation of the purpose and background of the judicial performance evaluation program; an overview of judicial evaluation methods used; a discussion of the major findings resulting from the Committee's activities, and recommendations for the improving the JPE program.

CONSULTATION

A-Work with the JPEC to further develop continuous data gathering and survey process.

B-Advise JPEC on survey procedures and how to use survey results.

C-Formulate recommendations and suggestions on methods both in quality and in economy to improve the survey and data collection process for future evaluations.

D-Formulate recommendations and suggestions on methods both in quality and in economy to improve the presentation of the results in the final narrative provided to the judges and the voters, including perhaps the use of infographics.

E-Assist JPEC in conducting public education efforts concerning the judicial performance evaluation process and retention recommendations of the JPEC.

TRAINING OF JPEC MEMBERS

Develop and administer training on the specific court system JPEC is evaluating before the evaluation process begins, including information on the types of cases assigned to each judge, principles of case management, judicial ethics, and general court management statistics.

EVALUATE EXISTING PROGRAMS AT THE REQUEST OF JPEC

A-Conduct a comprehensive review of other states with judicial performance evaluations programs to learn of their objectives, methodology, data gathering techniques, data reporting, costs, staffing and overall success.

B-Conduct a review of other literature published by the American Bar Association, American Judicature, and the Institute for the Advancement of the American Legal System at the University of Denver on judicial performance evaluation programs.

C-Obtain the feedback from judges participating in the JPE programs to learn their views of the strengths and weaknesses of the program, including their suggestions for improving the process.

D-Compare New Mexico's evaluation programs to other states to determine whether any initiatives or ideas should be incorporated.

E-Conduct statistical analysis to determine whether any potential bias exists in ratings based upon race and gender of the judges.

F-Assess value of the respondents currently surveyed. Measure variability of responses among the different respondent groups. Determine whether some respondents should be added or deleted. Identify methods to increase response rates.

G-Assess the accuracy of the court statistics. Determine whether additional statistics should be included, such as clearance rates, time to disposition, age of active pending caseload, and continuances.

H-Assess the accuracy of the respondent databases (correct addresses) and suggestions for improvement.

I-Assess the value of establishing clear thresholds for acceptable job performance.

J-Review the value and importance of each question currently being asked to the respective population, through factor analysis to determine redundancy. Perform regression analysis to determine the biggest predictors of overall satisfaction. Make recommendations for additions/deletion.

K-Review timing and frequency of the judicial evaluations.

L-Determine whether follow up with a judge is needed between interim and final and, if so, how

many.

M-Review time period for collecting data on attorneys and other populations that rate judges.

N-Review format and value of interview sessions with judges.

O-Review quality control methods.

P-Develop list of suggested improvements to the New Mexico JPE program for the JPEC to consider.

V. EVALUATION

A. EVALUATION SUMMARY

A maximum of 1,000 points may be awarded based upon the quality and thoroughness of the offeror's response to each evaluation factor as follows:

•**Letter of Transmittal** – PASS OR FAIL. Must include all information in Section IV D.

•**Signed Campaign Contribution Disclosure Form** – PASS OR FAIL

•**Technical Approach, Resources and Project Management Plan** – 250 points (of equal importance)

Technical Approach

- Demonstrated detailed knowledge of judicial performance issues and approaches
- Demonstrate capacity/ability to conduct the scope of work in Section IV D
- Soundness and feasibility of technical approach

Project Management Plan

- Appropriateness, specificity and feasibility of the activities to be performed
- Clarity and appropriateness of the management and staffing plan to carry out the proposed activities

•**Key Personnel and Skills** – Up to 200 points (of equal importance)

Key Personnel

- Extent to which key personnel proposed have relevant qualifications and experience, including technical skills, management skills, and educational levels. Key personnel would include: Project director and project manager.

Key Skills

- Extent to which key personnel and other personnel proposed have the relevant skills to successfully conduct the qualitative and quantitative research. Key skills would include:
 - Appropriateness and level of profession and capabilities and academic credentials;
 - Demonstrated ability to manage staff and plan effectively
 - Experience in carrying out qualitative research to include conducting focus groups and face-to-face interviews.

•**Institutional Capacity** – Up to 250 points

- Demonstrated capability to staff, organize, management, and implement the full range of activities required to achieve the contract's scope of work;
- Demonstrated ability to promptly and appropriately address management, programmatic, or financial problems that may occur during implementation; and
- Demonstrated flexibility to adjust implementation to reflect changing environment.

•**Organizational Past Performance** – Up to 100 points. The Offeror shall demonstrate strong past

performance in implementing programs of similar complexity

•**Cost** – The lowest cost proposal will be awarded 200 points. Remaining offerors will be awarded a proportional amount of points based on their costs versus the lowest cost proposal.

•**New Mexico Preferences** - Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

a. **New Mexico Business Preference** If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

b. **New Mexico Resident Veterans Business Preference** If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M (prior year revenue)

B. PROCESS

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated based on their revised proposal. The responsible Offeror whose proposals is most advantageous to the AOC, taking into consideration the evaluation factors in Section V., will be recommended for contract award as specified in Section II, Paragraph B.10. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

ATTACHMENT A

ACKNOWLEDGMENT OF RECEIPT FORM

REQUESTS FOR PROPOSALS

Judicial Performance Evaluation Program

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment D.

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than 2:00 p.m. MT on January 19, 2016. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the AOC's written responses to those questions as well as RFP amendments, if any are issued.

ORGANIZATION: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NUMBER : _____ FAX NUMBER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

ATTACHMENT B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“**Applicable public official**” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

ATTACHMENT C

CONTRACT TERMS AND CONDITIONS

**STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of April, 2016, by and between the Administrative Office of the Courts, hereinafter referred to as the "AOC," and XXX, hereinafter referred to as the "Contractor" for the purpose of assisting the Judicial Performance Evaluation Commission (JPEC) in its evaluations of the appellate, district, and metropolitan court judges.

ADDRESS OF CONTRACTOR:

PHONE NUMBER OF CONTRACTOR:

E-mail Address:

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall work closely with the JPEC and the AOC to carry out the tasks necessary to complete the objectives of this project. This scope of work is not exhaustive and may change based on the progress of the project and/or tasks that seem appropriate and necessary to achieve the goals and requirements of the project.

PLANNING AND MEETING

A-Attend meeting(s) with AOC staff; meeting(s) with the Judicial Performance Evaluation Commission; and other meetings, workshops or conferences as requested by the AOC staff.

B-Train and brief AOC staff and JPEC on the development, implementation and maintenance of interim and final evaluations (instrument design, data collection, data analysis, and reporting).

C-Work with the AOC staff in developing and reviewing proposed timelines for the metropolitan, district and appellate mid-term and final evaluations.

D- Work with the Judicial Information Division, the Metropolitan Court and other agencies to determine the format for extracting, reporting, and submitting population and statistical data.

DATA COLLECTION AND REPORTING

A- Review existing performance evaluation questionnaires with the Commission and judges. Report to Commission on what changes, if any, need to be made to the questionnaires and cover letter to each group.

B- Review existing respondent groups with the JPEC. Determine whether some respondents should be added or deleted.

*respondent groups for the district court judges presently include lawyers with direct experience, jurors, court staff, and resource personnel (including, but not limited to, law enforcement, social workers, psychologists, adult and juvenile probation/parole officers, the Citizen Review Board volunteers, court interpreters, and CASA volunteers).

*respondent groups for the metropolitan court judges presently include attorneys with direct experience, jurors, court staff and resource personnel (including, but not limited to, city police, state police, sheriff, animal control, and fire departments).

*respondent groups for the appellate court judges include attorneys with direct experience [including attorneys-of-record in cases over which the appellate judge presided; general counsel from CYFD, Taxation and Revenue, and the Department of Transportation; and the Board of Directors and Attorneys of Appellate Practice]; Fellow Appellate Judges; Trial Court Judges; and Court Staff [including Law Clerks [present and former], Prehearing Attorneys, Appellate Paralegals and Clerical Staff].

C- Provide recommendations on the inclusion of self-represented litigants into the evaluations of the metropolitan and district court judges' judicial performance evaluation program.

D- Determine sample size and sample period.

E- Determine appropriate method of distributing the questionnaires to the different population groups (in person, mail, or electronically).

F- Administer questionnaires by mail, electronically or by assisting in the development of procedures for the courts to provide questionnaires on-site to population groups, with business return envelopes provided by the Contractor including follow up emails and phone calls.

G- Computer setup and programming.

H- Administer reminder postcard mailing or e-mail to resource staff to increase response rate.

I- Contact by phone or email attorneys to increase response rate.

J- Provide what Contractor believes to be an acceptable response rate for each judges' assessment across all respondent types, and further state why Contractor believes this to be an acceptable rate. The Contractor will also identify and implement strategies designed to optimize the response rate for each respondent type.

K- Data entry of results.

L- Generate summary tables showing all questions for each judge, generate summary tables with mean scores, percentage results, generate comparison tables from prior evaluations and generate an information sheet explaining summary and comparison tables, including discussing results of methodology. Type comments received from the different population groups so as to omit names or other identifying information.

M- Perform gap analysis comparing how judges rate themselves to the ratings given by attorneys.

N- Review and analyze data collected for each judge.

O- Present results and/or findings to the JPEC.

P- Compile the results for each judge in a format as directed by the JPEC.

Q- E-mail the results via secure connection to each judge.

R- Assist JPEC in identifying what statistical data should be collected for each judge. Review and analyze data for each judge (types of cases tried, characteristics of various parties before the courts, management of the court, and any other materials that may help determine the efficiency, integrity and impartiality of the judge being evaluated). Report findings to the JPEC.

S- Ensure that all data tabulated on the answers will remain confidential and anonymous. Under no circumstances and at no time will the Contractor be required to provide to anyone a statistical analysis, data file, verbatim comments or other information that might compromise the anonymity of a respondent. At the direction of the JPEC, the Contractor shall destroy the physical questionnaires.

COURT OBSERVATIONS OF JUDGES

A- Assist JPEC in determining whether court observations should be conducted.

B- Conduct court observations on judges identified by the JPEC.

C- Develop a survey instrument for observing judges.

D- Conduct three two-hour observations per judge, using two observers; compilation of data from surveys; and provide a written summary for each judge to the JPEC.

E- Recommend changes to the court observations.

JUDGES' INTERVIEWS

A-Train JPEC on interview techniques, if needed.

B-Recommend changes to interview protocol, if needed.

C-Review and finalize interview protocol with JPEC.

D-Draft interview questions for the JPEC.

INTERIM EVALUATION PLAN, FINAL NARRATIVE, AND ANNUAL REPORT

A-Review the judicial performance evaluation final narrative and/or interim evaluation plan developed by the JPEC for each metropolitan, district, or appellate court judge for uniformity, clarity and readability.

B-Work with the JPEC to develop a list of the systemic issues identified by JPEC over the years, for presentation to the judges at the Judicial Conclave.

C-Produce a report to the Supreme Court for JPEC after each retention election, including an explanation of the purpose and background of the judicial performance evaluation program; an overview of judicial evaluation methods used; a discussion of the major findings resulting from the Committee's activities, and recommendations for the improving the JPE program.

CONSULTATION

A-Work with the JPEC to further develop continuous data gathering and survey process.

B-Advise JPEC on survey procedures and how to use survey results.

C-Formulate recommendations and suggestions on methods both in quality and in economy to improve the survey and data collection process for future evaluations.

D-Formulate recommendations and suggestions on methods both in quality and in economy to improve the presentation of the results in the final narrative provided to the judges and the voters, including perhaps the use of infographics.

E-Assist JPEC in conducting public education efforts concerning the judicial performance evaluation process and retention recommendations of the JPEC.

TRAINING OF JPEC MEMBERS

Develop and administer training on the specific court system JPEC is evaluating before the evaluation process begins, including information on the types of cases assigned to each judge, principles of case management, judicial ethics, and general court management statistics.

EVALUATE EXISTING PROGRAMS AT THE REQUEST OF JPEC

A-Conduct a comprehensive review of other states with judicial performance evaluations programs to learn of their objectives, methodology, data gathering techniques, data reporting, costs, staffing and overall success.

B-Conduct a review of other literature published by the American Bar Association, American Judicature, and the Institute for the Advancement of the American Legal System at the University of Denver on judicial performance evaluation programs.

C-Obtain the feedback from judges participating in the JPE programs to learn their views of the strengths and weaknesses of the program, including their suggestions for improving the process.

D-Compare New Mexico's evaluation programs to other states to determine whether any initiatives or ideas should be incorporated.

E-Conduct statistical analysis to determine whether any potential bias exists in ratings based upon race and gender of the judges.

F-Assess value of the respondents currently surveyed. Measure variability of responses among the different respondent groups. Determine whether some respondents should be added or deleted. Identify methods to increase response rates.

G-Assess the accuracy of the court statistics. Determine whether additional statistics should be included, such as clearance rates, time to disposition, age of active pending caseload, and continuances.

H-Assess the accuracy of the respondent databases (correct addresses) and suggestions for improvement.

I-Assess the value of establishing clear thresholds for acceptable job performance.

J-Review the value and importance of each question currently being asked to the respective population, through factor analysis to determine redundancy. Perform regression analysis to determine the biggest predictors of overall satisfaction. Make recommendations for additions/deletion.

K-Review timing and frequency of the judicial evaluations.

L-Determine whether follow up with a judge is needed between interim and final and, if so, how many.

M-Review time period for collecting data on attorneys and other populations that rate judges.

N-Review format and value of interview sessions with judges.

O-Review quality control methods.

P-Develop list of suggested improvements to the New Mexico JPE program for the JPEC to consider.

2. Compensation.

A. The AOC shall pay to the Contractor in full payment for professional services the amount of X dollars (\$00.00). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$X shall be paid by the AOC to the Contractor.

The total amount payable to the Contractor under this Agreement shall not exceed \$X.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the AOC when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the AOC no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the AOC finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the AOC that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the AOC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT runs from April 1, 2016 until June 30, 2017 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the AOC's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the AOC is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the AOC or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."

B Termination Management. Immediately upon receipt by either the AOC or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the AOC; 2) comply with all directives issued by the AOC in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the AOC shall direct for the protection, preservation, retention or transfer of all property titled to the AOC and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the AOC upon termination and shall be submitted to the AOC as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature and/or current grantor, this Agreement shall terminate immediately upon written notice being given by the AOC to the Contractor. The AOC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the AOC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the AOC and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the AOC.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the AOC.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the AOC, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the AOC.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the AOC no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

If the AOC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the AOC.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the AOC, the Department of Finance and Administration and the State Auditor. The AOC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the AOC to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the AOC and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the AOC and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the AOC: Louise Baca-Sena, Administrative Office of the Courts, 237 Don Gaspar
– Room 25, Santa Fe, NM 87501; aoclmb@nmcourts.gov.

To the Contractor:

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

Signed by the parties on the dates indicated:

**STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS**

Arthur W. Pepin

Date:_____

CONTRACTOR

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number:_____

By: _____
Taxation and Revenue Department

Date:_____

ATTACHMENT E

NEW MEXICO PREFERENCE RESIDENT VETERANS CERTIFICATION

New Mexico Preference Resident Veterans Certification

Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under NMSA 1978, § 13-1-21 or 13-1-22, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of award of the procurement involved if the statements are proven to be incorrect.